

1 BILL NO. S-81-08- 13

2 SPECIAL ORDINANCE NO. S- 197-81

3  
4 AN ORDINANCE approving a contract for  
5 Curb and Sidewalk Improvement Resolution  
6 No. 5907-81, between the City of Fort  
7 Wayne, Indiana, and T & F Construction  
8 Company for the improvement of curbs and  
9 sidewalks in the Harrison Hill Addition.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated July 29, 1981,  
13 between the City of Fort Wayne, Indiana, by and through its  
14 Mayor and the Board of Public Works and T & F Construction Com-  
15 pany, for:

16 Improvement of curbs, sidewalks and drive approaches  
17 in the Harrison Hill Addition as follows:

- 18 (1) Harrison Street from South curblin Rudisill  
19 Boulevard to North curblin Sherwood Terrace;  
20 (2) Hoagland Avenue from North property line  
21 Lexington to South property line Lot #171 & #172  
22 (3) Webster Street from North property line Lexington  
23 to North curblin North Cornell Circle;  
24 (4) Foster Parkway from West curblin Calhoun Street  
25 to West property line Lot #9 & #11;  
26 (5) Branning Avenue from West curblin Calhoun Street  
27 to West property line Lot #21 & #23;  
28 (6) Lexington Avenue from West curblin Calhoun Street  
29 to West property line Lot #198;  
30 (7) North Seminole Circle from West curblin Calhoun  
31 Street to East curblin Radial Lane;  
32 (8) South Seminole Circle from West curblin Calhoun  
Street to East curblin Radial Lane;  
(9) Radial Lane from East curblin North Cornell  
Circle to West curblin North Seminole Circle;  
(10) North Cornell Circle from West curblin Calhoun  
Street to East curblin Hoagland Avenue;  
(11) South Cornell Circle from West curblin Calhoun  
Street to East curblin Hoagland Avenue;  
(12) Pasadena Drive from West curblin South Cornell  
Circle to West property line Lot #175;  
(13) Maxine Drive from West curblin North Cornell  
Circle to West property line Lot #207.

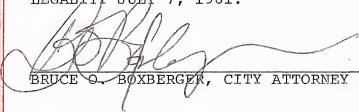
under Board of Public Works Curb and Sidewalk Improvement Resol-  
ution No. 5907-81, at a total cost of \$418,817.90, all as more  
particularly set forth in said contract which is on file in the  
Office of the Board of Public Works and is by reference incor-  
porated herein and made a part hereof, be and the same is in all

things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and approval by the Mayor.

  
COUNCILMAN

APPROVED AS TO FORM AND  
LEGALITY JULY 7, 1981.

  
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 8-11-81, the 11 day of August, 1981, at 6 o'clock P. M., E.S.T.

DATE: 8-11-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~Read~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISEBART</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>NUCKOLS</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT, D.</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT, V.</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHOMBURG</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 8-25-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-197-81 on the 25th day of August, 1981.

ATTEST: Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of August, 1981, at the hour of 10:30 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 27th day of August 1981, at the hour of 4 o'clock P M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-08-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Curb and Sidewalk Improvement  
Resolution No. 5907-81, between the City of Fort Wayne, Indiana  
and T & F Construction Company for the improvement of curbs and  
sidewalks in the Harrison Hill Addition

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

*Samuel J. Talarico*  
*Paul M. Burns*  
*James S. Stier*  
*Mark E. Giaquinta*  
*Donald J. Schmidt*

CONCURRED IN  
DATE            CHARLES W. WESTERMAN, CITY CLERK

PROJECT HARRISON HILL ADD - CURB, SIDEWALK, & DRIVEWAYS

RES. NO. 5907-81

MATERIAL

OFFICE OF CIT  
FORT WAYNE

[illegible]

Excavation	Six dollars and seventy-five
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At the following prices:

Curb Removal (Incl. Sawing & Pavement Removal)	Two dollars and no cents per lineal foot	2.00
Concrete Removal (Sidewalks, Driveway, Alley Return)	Three dollars and no cents per square yard	3.00
Curb, Concrete, Type II-B (Includes sealing for winter)	Seven dollars and no cents per lineal foot	7.00
Curb, Concrete, Type III (Includes sealing for winter)	Eight dollars and no cents per lineal foot	8.00
Type "0" Compacted Aggregate Under Curb	Seven dollars and fifty cents per ton	7.50
Drive, Private Concrete 6"	Sixteen dollars and no cents per square yard	16.00
Alley Return, Concrete 7"	Seventeen dollars and no cents per square yard	17.00
Walk - Sidewalk 4"	One dollar and sixty-five cents per square foot	1.65
Walk - Sidewalk 6"	One dollar and eighty cents per square foot	1.80
Ramp - Paraplegic	One dollar and eighty cents per square foot	1.80
Casting Furnished & Adjusted to Grade	Two hundred and fifteen dollars and no cents per each	215.00
Asphalt Base 1210#	Thirty dollars and no cents per ton	30.00
Asphalt Top 110#	Thirty-five dollars and no cents per ton	35.00
Topsoil	Five dollars and no cents per ton	5.00
Seeding, Mulch	No dollars and thirty-five cents per square yard	0.35
Maintaining Traffic	Fifteen hundred dollars and no cents per lump sum	1,500.00
Sign Construction, Type A	One hundred dollars and no cents per each	100.00
Excavation	Six dollars and seventy-five cents per cubic yard	6.75
Total	Four hundred and eighteen thousand, eight hundred and seventeen dollars and ninety cents	\$418,817.90

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5907-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 31, 19 81 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

19\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

day of \_\_\_\_\_, 19\_\_

ATTEST:

V. L. Miller

V. L. Miller

Corporate Secretary - Treasurer

City of Fort Wayne, By and Through:

Robert Anderson

Robert Anderson

Betty R. Collins

Its Board of Public Works and Mayor.

T & F CONSTRUCTION COMPANY

BY R. H. Graden R. H. Graden

ITS: Vice President

Contractor, Party of the First Part.

ATTEST:

Sandra Kennedy  
Secretary and Clerk

Approved as to Form & Legality

Richard O. Miller

ASSOCIATE CITY ATTORNEY



BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
  - (2) a record of such an impairment, and includes,
  - (3) a person who is regarded as having such an impairment; provided that,
  - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

# Improvement Resolution

## FOR CURB AND SIDEWALK

No. 5907 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, and drive approaches in Harrison Hill Addition as follows:

- (1) Harrison St. from south curbline Rudisill Blvd. to north curbline Sherwood Terrace;
- (2) Hoagland Ave. from north property line Lexington to south property line Lot #171 - 172;
- (3) Webster St. from north property line Lexington to north curbline North Cornell Circle;
- (4) Foster Parkway from west curbline Calhoun St. to west property line Lot #9 & 11;
- (5) Branning Ave. from west curbline Calhoun St. to west property line Lot #21 & 23;
- (6) Lexington Ave. from west curbline Calhoun St. to west property line Lot #198;
- (7) North Seminole Circle from west curbline Calhoun St. to east curbline Radial Lane;
- (8) South Seminole Circle from west curbline Calhoun St. to east curbline Radial Lane;
- (9) Radial Lane from east curbline North Cornell Circle to west curbline North Seminole Circle;
- (10) North Cornell Circle from west curbline Calhoun St. to east curbline Hoagland Ave.;
- (11) South Cornell Circle from west curbline Calhoun St. to east curbline Hoagland Ave.;
- (12) Pasadena Drive from west curbline South Cornell Circle to west property line Lot #175;
- (13) Maxine Drive from west curbline North Cornell Circle to west property line Lot #207.

The cost of said improvement shall be paid as follows:

Curbs adjoining property	50% City	50% Property Owners
Curbs Harrison Blvd. Parkway	100% City	
Curbs & Sidewalks in Assoc. Pkwy.		100% Property Owners, divided equally among all property owners
Driveway Approaches	25% City	75% Property Owner
Sidewalks & Yardwalks	25% City	75% Property Owner
Corner Wingwalks, Ramps, Alley Re-		
turns and New Structures	100% City	

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate of ~~five~~ <sup>eight</sup> per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F CONSTRUCTION COMPANY  
as Principal, and the Fidelity & Deposit Co. of Maryland  
, a corporation organized under the laws of the  
State of Maryland, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of FOUR HUNDRED AND EIGHTEEN  
THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARS AND NINETY CENTS -----  
(\$418,817.90 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
enter into a contract with the City of Fort Wayne to construct  
Improvement Resolution No. 5907-81  
curbs, sidewalk, and drive approaches in Harrison Hill Addition.

(SEE IMPROVEMENT RESOLUTION)

at a cost of \$418,817.90-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F CONSTRUCTION COMPANY  
(Contractor)

BY: R.H. Grader R. H. Grader

ITS: Vice President

ATTEST:

V. L. Miller  
V. L. Miller  
(Title) Secretary-Treasurer

Fidelity & Deposit Co. of Maryland  
Surety

\*BY: Sherley Jean Ellis  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, may require, and to affix the seal of the Company thereto.

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, et al, dated, September 27, 1979 and on behalf of Jerry J. Dils, et al, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 1981.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 10th day of February, A.D. 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th day of July, 1981.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- T & F CONSTRUCTION COMPANY -----

(Name of Contractor)

----- P.O. BOX 27, HAGERSTOWN, INDIANA 47346 -----

(Address)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and Fidelity & Deposit Co. of Maryland  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FOUR HUNDRED AND EIGHTEEN THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARS AND NINETY CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:  
Improvement Resolution No. 5907-81

curbs, sidewalk, and drive approaches in Harrison Hill Addition.

(SEE IMPROVEMENT RESOLUTION)

at a cost of FOUR HUNDRED AND EIGHTEEN THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARS AND NINETY CENTS  
(\$ 418,817.90), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counter-  
(number)  
parts, each one of which shall be deemed an original, this        day of  
      , 1979. 1981

(SEAL)

ATTEST:

V. L. Miller V. L. Miller  
(Principal) Secretary- Treasurer

T & F CONSTRUCTION COMPANY  
Principal

BY R. H. Grader R. H. Grader  
Vice President  
(Title)

P.O. Box 27, Hagerstown, Indiana 47346  
(Address)

Bonita J. Kerney  
Witness as to Principal Bonita J. Kerney

P.O. Box 27  
(Address)

Hagerstown, Indiana 47346

Fidelity & Deposit Co. of Maryland  
Surety  
BY Christy Jean Ellis  
Attorney-in-Fact  
(Authorized Agent)

Martha A. Hunt  
Witness as to Surety

P.O. Box 906  
(Address)

Richmond, Indiana 47374

P.O. Box 906  
(Address)

Richmond, Indiana 47374

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chammess, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated, September 27, 1979 and on behalf of Jerry J. Dils, etal, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:



STATE OF MARYLAND } SS:  
City of Baltimore

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires NOV 1, 1982

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th day of July, 19 81

CODE: S-SKILLED  
SS-SEMI SKILLED  
US-UNSKILLED  
IF-INDUSTRIAL FUND  
PW-PER WEEK

life, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTANANCE CONTRACTS AWARDED BY THE BOARD OF WORDS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER 1911.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION		CLASS	RATE PER HR.	BSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	15.90	.65	1.45			3¢ IF
BOILERMAKER		S	16.00	1.375	1.40		3¢	
BRICKLAYER		S	14.41	.80	.80		2¢	6¢ IF
CARPENTER	(BUILDING)	S	13.40	.70	6%		2¢	4¢ IF
	(HIGHWAY)	S	12.73	.80	.80		5¢	2¢ IF
CEMENT MASON		S	12.85	.75	.80		2¢	
ELECTRICIAN		S	15.75	.55	3%+.80		6¢	15¢ IF
ELEVATOR CONSTRUCTOR		S	15.92	1.34	1.084	8%	3½¢	
GLAZIER		S	13.34		.40	.40	6¢	35¢ holiday 1.00 ann 2¢ IF
IRON WORKER		S	14.20	1.00	1.85		4¢	
LABORER	(BUILDING)	S-SS	10.20-11.20	1.00	.75		9¢	
	(HIGHWAY)	US-SS	9.75-10.60	1.00	.75		9¢	
	(SEWER)	US-SS	9.75-10.60	1.00	.75		9¢	
LATHER		S	12.33		.80		1¢	3¢ IF
MILLWRIGHT & PILE DRIVER		S	13.80	.70	6%		2¢	4¢ IF
OPERATING ENGINEER	(BUILDING)	S-SS	10.45-15.50	.75	1.00		10¢	
	(HIGHWAY)	US	10.18-13.69	.75	1.00		10¢	
	(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER		S	11.70-12.70	.85	1.00		12¢	12¢ misc.
PLASTERER		S	13.48	.60	.80			
PUMPER & STEAMFITTER		S	16.05	.85	1.30		7¢	7¢ IF
SAIC & TERRAZZO GRINDER		S	9.50-11.50					
SHOOFER		S	13.90		.50			
SHEETMETAL WORKER		S	15.37	.92	1.01		15¢	52¢ sasmi 17¢ IF
STEAMFITTER	(BUILDING)	S-SS	10.60-11.55	36.50pw	41.00pw			
	(HIGHWAY)	US	10.21-10.81	34.50pw	41.00pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

ATED THIS 18 DAY OF June, 1981

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J-51-08-13

## TITLE OF ORDINANCE CURB &amp; SIDEWALK IMPROVEMENT RES.5907-81 HARRISON HILL ADDITION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CURB AND SIDEWALK IMPROVEMENT RES.5907-81, DEEMED NECESSARY TO IMPROVE CURBS, SIDEWALKS, AND DRIVE APPROACHES IN THE HARRISON HILL ADDITION AS FOLLOWS: (1) HARRISON STREET - FROM SOUTH CURBLINE RUDISILL BLVD. TO NORTH CURBLINE SHERWOOD TERRACE; (2) HOAGLAND AVE. FROM NORTH PROPERTY LINE LEXINGTON TO SOUTH PROPERTY LINE #171 - 172; (3) WEBSTER AVE. - FROM NORTH PROPERTY LINE LEXINGTON TO NORTH CURBLINE (NORTH CURBLINE) NORTH CORNELL CIRCLE; (4) FOSTER PARKWAY FROM WEST CURBLINE CALHOUN ST. TO WEST PROPERTY LINE LOT 9 & 10; (5) BRANNING AVE. FROM WEST CURBLINE CALHOUN STREET TO WEST PROPERTY LINE LOT 21 & 23; (6) LEXINGTON AVE. - FROM WEST CURBLINE CALHOUN STREET TO WEST PROPERTY LINE LOT 198; (7) NORTH SEMINOLE CIRCLE FROM WEST CURBLINE CALHOUN STREET TO EAST CURBLINE RADIAL LANE; (8) SOUTH SEMINOLE CIRCLE FROM WEST CURBLINE CALHOUN STREET TO EAST CURBLINE RADIAL LANE; (9) RADIAL LANE FROM EAST CURBLINE NORTH CORNELL CIRCLE TO WEST CURBLINE NORTH SEMINOLE CIRCLE; (10) NORTH CORNELL CIRCLE FROM WEST CURBLINE CALHOUN STREET TO EAST CURBLINE HOAGLAND AVE.; (11) SOUTH CORNELL CIRCLE FROM WEST CURBLINE CALHOUN STREET TO EAST CURBLINE HOAGLAND AVE. (12) PASADENA DRIVE FROM WEST CURBLINE SOUTH CORNELL CIRCLE TO WEST PROPERTY LINE LOT #175; (13) MAXINE DRIVE FROM WEST CURBLINE NORTH CORNELL CIRCLE TO WEST PROPERTY LINE LOT #207.

T &amp; F CONSTRUCTION COMPANY AWARDED THE CONTRACT.

EFFECT OF PASSAGE THE HARRISON HILL ADDITION WILL HAVE IMPROVED CURBS, SIDEWALKS AND DRIVE APPROACHES.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$418,817.90 TO BE PAID FOR BY % OF BARRETT LAW AND % FROM THE CITY'S MWH-129 CAPITAL PROJECT ACCOUNT.

ASSIGNED TO COMMITTEE